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23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24 COUNTY OF SAN FRANCISCO

25 JAMES VARGA,

26 Plaintiff,

27 v.

28 TWITCH INTERACTIVE, INC. a/k/a
TWITCH.TV, INC.

Defendant.

Case No.: **CCC - 18 - 564337**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

Plaintiff, James Varga (herein "Varga"), by and through his counsel of record, as and for his Complaint against Defendant, Twitch Interactive, Inc. a/k/a Twitch.tv, Inc. (collectively, "Twitch"), states the following, based on information and belief and the investigation of counsel:

INTRODUCTION

1. This is an action for monetary damages and injunctive relief, brought for violations of the laws of the State of California, including Sections 17200 *et seq.* of the Business and Professions Code,

FILED

San Francisco County Superior Court

FEB 14 2018

CLERK OF THE COURT

By: _____

Deputy Clerk

1 and for breach of contract, intentional interference with contractual relations, and intentional and
2 negligent misrepresentation.

3 2. Plaintiff James Varga is a resident of Las Vegas, Nevada, and from 2011 through the
4 present, has remained one of the most popular online and social media personalities within the
5 blossoming eSports and competitive video gaming industry. Varga initially gained recognition as a
6 competitive player in the League of Legends game ("LOL") and later in the game Counter-Strike: Global
7 Offensive ("CS:GO"). In late 2012, Twitch.tv, Inc. approached Varga with an opportunity for Varga to
8 begin broadcasting online streaming content on the Twitch.tv platform.

9 3. For nearly four years beginning in November 2012, Plaintiff Varga served as one of
10 Twitch's most popular and successful content providers. Varga amassed approximately 16,000 paid
11 subscribers to his Twitch.tv account, had well over 1,000,000 followers ranking in the top 10, and his
12 online content for Twitch was viewed over 88,000,000 times. Because of his immense popularity,
13 Varga's content on Twitch.tv contributed significant value to Twitch's brand. Through the Twitch.tv
14 platform, Varga gained numerous valuable sponsorships and business opportunities.

15 4. Despite Varga's popularity and success, on or around July 19, 2016, without notice,
16 Twitch improperly suspended Varga's Twitch.tv account and then terminated the contract.

17 5. Twitch has never provided any formal explanation for his suspension; instead, Twitch
18 has made only vague and ever-changing allegations of breaches of the Terms of Service.

19 6. Twitch has attempted to excuse its conduct by alleging that Varga broadcast improper
20 content. Yet, Varga broadcasted content similar to what many other popular Twitch content providers
21 also broadcast, and in fact, during the course of Varga's performance of his contractual obligations as a
22 content provider, representatives from Twitch repeatedly informed Varga that he was permitted to
23 broadcast the very content that they later used as an excuse to illegally terminate his contract.

24 7. Significantly, under the terms of Varga's contract, Twitch was required to provide written
25 notice of any purported violations of the contract, and was further required to provide Varga with an
26 opportunity to cure his purported violations within 30 days. However, Twitch provided no such notice,
27 much less opportunity to cure these alleged violations.

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1 8. More egregiously, Twitch justifies its illegal breach by pointing to unsubstantiated, false
2 accusations leveled at Varga by a third party, whose accusations were the culmination of an effort to
3 publicly disparage Varga and take advantage of his popularity.

4 9. Though Twitch had benefited significantly from Varga's participation as a Twitch.tv
5 content provider and Varga had helped increase Twitch.tv's visibility and market share, Twitch dropped
6 Varga without warning, without explanation, and without ever asking Varga about the accusations.

7 10. It is clear from Twitch's conduct that the stated bases for suspension and termination were
8 an effort to deflect negative press and scapegoat Varga, allowing Twitch to publicly decry alleged
9 gambling conduct and divert attention from the fact that Twitch continued to knowingly allow such
10 conduct to continue on other Twitch channels.

11 11. As a result of Defendant Twitch's unfair and unjustified conduct, which was not only in
12 clear violation of the parties' contract, but also independently tortious, Varga has suffered damages and
13 harm. Accordingly, Varga seeks monetary damages and injunctive relief as set forth below.

14 THE PARTIES

15 12. Plaintiff James Varga is an individual who entered into a contract with Twitch on
16 November 12, 2012 to provide online streaming content as a Content Provider on a designated Twitct.tv
17 account. Varga provided content via his Twitch.tv account under the moniker, "Phantoml0rd."

18 13. On information and belief, Defendant Twitch, Inc. a/k/a Twitch.tv, Inc. is a Delaware
19 corporation whose principal place of business is in San Francisco, California.

20 JURISDICTION

21 14. Personal jurisdiction over Defendant is proper pursuant to the parties' express consent
22 under the terms of their contract to the exclusive jurisdiction of the courts located within San Francisco
23 County in California.

24 15. Personal jurisdiction over Defendant is also proper pursuant to Cal. Code Civ. Proc., §
25 410.10, because Defendant's principal place of business is in San Francisco, California and the
26 Defendant regularly conducts business in California.

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FACTS APPLICABLE TO ALL CAUSES OF ACTION

The Parties' Contract

16. Varga was at all relevant times a content provider for Twitch, who broadcasted online streaming content on his designated Twitch.tv account, pursuant to the parties' contract.

17. Until November 2012, Varga broadcasted online streaming content on "Own3D.tv," a smaller streaming platform and competitor to Twitch.

18. In 2012, Twitch recruited Varga to become a content provider on Twitch.tv. Jason "Opie" Babo, a former Own3D.tv employee who had been recruited to join Twitch, contacted Varga as part of Twitch's recruitment efforts (and later became Varga's Twitch manager).

19. On November 12, 2012, Twitch and Varga signed the Content License and Base Network Agreement (the "Contract"), whereby Varga became a Twitch content provider.

20. Pursuant to the Contract, the parties agreed to revenue sharing relating to revenues generated both from advertising on Varga's Twitch.tv account and from paid subscriptions to Varga's Twitch.tv account. Varga was further entitled to receive 70% of the monthly gross subscription revenues for his channel, with Twitch receiving the remaining 30%. On information and belief, Twitch receives 50% of the monthly gross revenues earned for less popular Twitch.tv channels.

21. The Contract was for a term of two years, at which time, the Contract automatically renewed for a period of one year unless one party gave notice of non-renewal 90 days before the expiration of the term; however, on April 1, 2014, the parties entered into an Amendment and Extension ("Amendment") that extended the contract for an additional two years, and incorporated by reference the one-year automatic renewal.

22. Throughout the duration of the Contract, neither Twitch nor Varga provided any notice of non-renewal of the Contract.

23. Other than by expiration and non-renewal, the Contract can only be terminated for breach or bankruptcy of either party.

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1 24. Under the terms of the Contract, to effectuate a termination for breach, the non-breaching
2 party must give written notice of the alleged breach. The non-breaching party can only terminate the
3 Contract if the alleged breach is not cured within 30 days of the breaching party's receipt of the written
4 notice.

5 Varga's Success As A Content Provider

6 25. Prior to joining Twitch.tv, Varga was an extremely popular eSports personality and
7 content provider, which is why Twitch recruited him.

8 26. As a Twitch.tv content provider, Varga broadcasted thousands of hours of content on his
9 Twitch.tv account under the moniker "Phantomlord."

10 27. During his tenure as a Twitch content provider, Varga was an extremely successful
11 content provider, continuing his reputation as one of the most popular online personalities in the eSports
12 or competitive video gaming industry.

13 28. By June 2016, Varga had approximately 16,000 subscribers to Twitch.tv account. He had
14 acquired nearly 1.4 million followers on his account, and his channel had 88,627,115 views. Among
15 other notable achievements, Varga was the first Twitch content provider to obtain one million followers
16 as well amassing 144,000 concurrent viewers in a single live stream.

17 29. As a result of his popularity and reputation as one of the most recognizable figures in the
18 eSports industry, Varga earned substantial revenues from advertising, subscriptions, and sponsorships,
19 from which Twitch directly and indirectly benefited and profited.

20 30. Varga's popularity brought millions of additional viewers to Twitch from vast amounts
21 of sources, such as, Facebook, Twitter, Youtube and Reddit. As one of the most popular and widely-
22 viewed Twitch.tv channels, Varga's Twitch.tv channel generated a substantial amount in advertising
23 revenue for Twitch.

24 31. In addition, Varga generated substantial revenues for Twitch pursuant to the parties'
25 revenue-sharing agreement, by virtue of Varga amassing approximately 16,000 monthly paid
26 subscribers.

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1 32. Many online viewers who first visited Varga's Twitch.tv channel went on to view and
2 subscribe to many additional channels of other Twitch.tv live streamers, generating even greater revenues
3 for Twitch.

4 33. In addition to the substantial revenues and profits earned directly under the Twitch
5 contract, Varga's status as one of the most popular and widely-viewed eSports and competitive video
6 gaming personalities also led to Varga gaining numerous individual sponsorship opportunities,
7 independent of his Twitch.tv account.

8 Varga's Online Content

9 34. Per the terms of his Contract with Twitch, Varga was free to broadcast a variety of online
10 content, with the only limitation being that the content would not violate Twitch's "Content Guidelines."

11 35. During his broadcasts on his Twitch.tv account, Varga frequently streamed eSports and
12 competitive video gaming content, including playing the game Counter-Strike: Global Offensive
13 ("CS:GO").

14 36. In addition to streaming his competitive video gaming, Varga also, from time to time,
15 broadcasted content other than playing the video games ("non-gaming content.").

16 37. The Contract does not prohibit non-gaming content, nor does the Contract restrict the
17 amount of time Varga could stream non-gaming content.

18 38. Twitch's content guidelines and terms of services are silent as to the length of time a
19 content provider may stream non-gaming content.

20 39. However, on multiple occasions in 2016, Babo advised Varga that, as a content provider,
21 Varga was permitted to broadcast non-gaming content, including gambling, for 30 consecutive minutes.

22 40. For example, on May 27, 2016, Varga's Twitch manager Babo stated:

23 hey phantom. I was told to let you know again that you have been streaming cs go
24 gambling for longer than 30 minutes. remember what I said last time.

25 don't do the cs:go gambling as the main focus of your stream. don't let it go 30
26 minutes at a time. play some, then do a bit if you want. Just not be focus of your
27 stream

28 ///

1 41. Days later, Babo told Varga,
2 You have been reported again because of the whole CS:GO gambling for longer
3 30 minutes situation.

4 You shouldn't be doing it longer than a few minutes to just play it safe,
5 honestly...it's a clusterf---. this entire rule is confusing as hell haha...so time it,
6 do what you think is correct, I just wouldn't risk it honestly.

7 I have gone ahead and emailed internally to get you a proper answer for your good
8 questions which im sure can be used for other partners who ask the same thing.
9 cause honestly this whole longer than 30 is just odd to me. why you can do it for
10 30 but not longer hah

11 is it 30 in 1 sitting, is it 30 cooldown 30 not even i know.

12 A copy of Varga and Babo's Skype text exchange is attached hereto as Exhibit A (errors in the original).

13 42. In reliance on Twitch's representations, Varga limited his broadcasting of non-gaming
14 related content on his Twitch.tv account to approximately 30 consecutive minutes or less.

15 *Twitch Suspends Varga's Twitch.tv Account*

16 43. In July 2016, Varga was scheduled to travel to Germany to participate in a sponsorship
17 project at an event ESL One gaming tournament.

18 44. On July 3, Varga did his final stream prior to his preplanned trip, and then traveled to
19 Germany.

20 45. Over two weeks later, on July 19, without any notice or warning, Twitch suspended
21 Varga's Twitch.tv account "indefinitely" without any explanation, prior written notice, or any
22 opportunity for Varga to cure any perceived violation of his obligations.

23 46. At that time, Twitch did not allege that Varga was in breach of the Contract, nor did
24 Twitch provide Varga with a written notice of its intent to terminate his Twitch.tv account or the
25 Contract.

26 47. Similarly, Twitch did not provide Varga with 30 days to cure any alleged breach of his
27 contractual obligations prior to suspending Varga's account.

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1 48. Rather, Twitch sent an email to Varga purporting to notify Varga of an “indefinite
2 suspension” for violations of the Terms of Service; however, Twitch did not specify the nature of the
3 violation nor did Twitch identify the conduct that it alleged amounted to a violation.

4 49. In fact, Twitch did not provide Varga with any explanation until January 7, 2017 – nearly
5 five months after Twitch suspended Varga’s Twitch.tv account.

6 50. At that time, a Twitch representative explained that there had been fraudulent subscribers
7 to Varga’s account, a circumstance over which Varga had no control.

8 51. Subsequently, Twitch changed its explanation for the indefinite suspension, alleging that
9 Varga’s online content, including his non-gaming content, violated the content guidelines.

10 52. Twitch also later alleged that Varga had violated the Twitch terms of service based on
11 unsubstantiated allegations that had been leveled against him by Richard Lewis, a Breitbart e-sports
12 reporter who accused Varga of cheating on game-related gambling sites. Lewis published his allegations
13 on July 16 and 18, 2016—clearly timed to generate maximum traffic, and maximum harm, while Varga
14 was participating in the ESL One event in Germany.

15 53. The allegations against Varga are untrue and based on unchecked speculation arising
16 from illegally obtained electronic records; yet Twitch never asked Varga about the allegations or
17 otherwise discussed them with him, despite the fact that Varga was among Twitch.tv’s most popular and
18 lucrative content providers. Instead, Twitch apparently accepted as true the false allegations published
19 by an unscrupulous commentator (who also did not interview Varga or disclose the allegations to him
20 before publishing them).

21 *The Harm To Varga*

22 54. As a result of Twitch’s improper suspension of Varga’s Twitch.tv account, and also as a
23 result of Twitch’s misrepresentation as to what content Varga was permitted to broadcast, Varga has
24 incurred significant monetary damages.

25 55. Specifically, as the result of the suspension of Varga’s account, Twitch has improperly
26 denied Varga his right to revenue generated from subscribers, advertisers, and viewers to his Twitch.tv
27 account.

56. As the result of the suspension of Varga's account, Twitch has also caused significant reputational harm to Varga, who has now been prevented from broadcasting on the most popular and widely-viewed platform within the eSports and competitive video gaming industry for over one year, without any justification. In addition to the loss of revenues earned from his broadcasting content on his Twitch.tv account, Varga has also suffered the loss of numerous sponsorship opportunities relating to his status as a professional online entertainer.

FIRST CAUSE OF ACTION

(For Breach of Contract)

57. Plaintiff hereby reallages and incorporates by reference each of the allegations of all Paragraphs above, as though fully set forth at length in this Cause of Action.

58. The Contract and Amendment (collectively, "Agreement") form a contract between Twitch and Varga.

59. Varga fully performed or satisfied all duties, conditions, promises, and obligations required to be performed or satisfied by him under the Agreement. Specifically, as a content provider to Twitch under the Contract, Varga consistently provided countless hours of content by broadcasting online streaming content to his Twitch.tv account.

60. On July 16, 2016, Twitch materially breached the Agreement by immediately and permanently suspending Varga's Twitch.tv account without notice, opportunity to cure, or cause.

61. Twitch's breach of its contractual obligations to Varga has resulted in damage to Varga in an amount to be proven at trial.

SECOND CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith and Fair Dealing)

62. Plaintiff hereby realleges and incorporates by reference each of the allegations of all Paragraphs above, as though fully set forth at length in this Cause of Action.

63. The Agreement formed a contract between Twitch and Varga.

64. Varga performed or satisfied all duties, conditions, promises, and obligations required to be performed or satisfied by him under the Agreement. Specifically, as a content provider to Twitch

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1 under the Contract, Varga consistently provided countless hours of content by broadcasting online
2 streaming content to his Twitch.tv account.

3 65. Twitch breached the implied covenant and good faith dealing during the exercise of its
4 obligations under the Agreement. Specifically, Twitch represented to Varga that he was permitted to
5 broadcast non-gaming content for up to 30 consecutive minutes, but later purported to suspend Varga's
6 Twitch.tv account without warning, for acting in reliance on Twitch's representations.

7 66. In addition, Twitch breached its implied covenant of good faith and fair dealing through
8 its selective enforcement of its purported content guidelines and terms of service. Twitch targeted
9 Varga's Twitch.tv channel and scrutinized Varga's streaming of content, including non-gaming content
10 and promotions, while Twitch knowingly permitted other Content Providers to engage in the very same
11 conduct without consequence.

12 67. Twitch's breaches of its covenant of good faith and fair dealing owed to Varga have
13 resulted in damage to Varga in an amount to be proven at trial.

14 **THIRD CAUSE OF ACTION**

15 **(Intentional Misrepresentation)**

16 68. Plaintiff hereby realleges and incorporates by reference each of the allegations of all
17 Paragraphs above, as though fully set forth at length in this Cause of Action.

18 69. During the course of Varga performing his contractual obligations as a content provider
19 for Twitch, Twitch representatives frequently communicated with Varga regarding the content Varga
20 broadcasted on his Twitch.tv account.

21 70. On several occasions in 2016, Varga communicated with Babo—a Twitch
22 representative—regarding his online content, and requested guidance from Twitch as to the parameters
23 by which he could broadcast non-gaming content on his Twitch.tv account.

24 71. On multiple occasions in 2016, including on May 27 and June 2, 2016, a Twitch employee
25 advised Varga – both orally and in writing – that, as a content provider, he was permitted to broadcast
26 non-gaming content for up to 30 consecutive minutes.

27 72. Varga relied on those representations in broadcasting non-gaming content on his
28 Twitch.tv account.

1 73. When Twitch represented to Varga that he was permitted, under the terms of his Contract
2 and the Twitch content guidelines, to broadcast non-gaming content for up to 30 consecutive minutes
3 while broadcasting on his Twitch.tv account, in fact, Twitch knew that it did not permit content providers
4 such as Varga to broadcast non-gaming content in that manner. When Twitch advised Varga that he was
5 permitted to broadcast non-gaming content for up to 30 consecutive minutes, Twitch was aware that the
6 representation was false, or recklessly disregarded whether the representation was true or false.

7 74. Twitch made this representation to Varga with the intention to induce Varga's reliance.
8 Twitch knew that Varga had asked for guidance regarding permissible broadcasting content, and was
9 aware that Varga would rely on Twitch's representations, based on Twitch's superior knowledge and
10 unilateral ability to determine content guidelines.

11 75. Varga justifiably relied on Twitch's representation that he was permitted to broadcast
12 non-gaming content for up to 30 consecutive minutes.

13 76. Because the terms of service are silent as to the length of time that a content provider can
14 broadcast non-gaming content, Varga could not have known of Twitch's policy; rather only Twitch was
15 aware of its policy, and Varga was forced to rely on Twitch's representations.

16 77. In justifiable reliance on Twitch's representations, in May and June 2016 Varga
17 occasionally broadcast non-gaming content on his Twitch.tv account.

18 78. Subsequently, after Varga's suspension, Twitch asserted that Varga had violated the
19 content guidelines through broadcasting non-gaming content.

20 79. Twitch's intentional misrepresentations regarding its content guidelines were fraudulent.
21 Moreover, given Twitch's intimate knowledge of its own content guidelines – in light of its ability to set
22 the guidelines themselves, and to unilaterally interpret whether streaming content met those guidelines
23 – Twitch's blatant misrepresentations to Varga were willful and malicious.

24 80. Twitch's intentional misrepresentations to Varga have resulted in damage to Varga in an
25 amount to be proven at trial.

26 81. Twitch, by engaging in the aforementioned acts, is guilty of fraud, malice and oppression
27 as defined in section 3294 of the California Civil Code, in that Twitch and its representatives' conduct
28 was done with the intention of depriving Varga of property, namely money, or legal rights or otherwise

1 causing injury. Furthermore, this conduct was despicable in that it subjected Varga to a cruel and unjust
2 hardship and conscious disregard of his rights, so as to justify an award of exemplary and punitive
3 damages.

4 **FOURTH CAUSE OF ACTION**

5 **(Negligent Misrepresentation)**

6 82. Plaintiff hereby realleges and incorporates by reference each of the allegations of all
7 Paragraphs above, as though fully set forth at length in this Cause of Action.

8 83. During the course of Varga performing his contractual obligations as a content provider
9 for Twitch, Twitch representatives frequently communicated with Varga regarding the content Varga
10 broadcasted on his Twitch.tv account.

11 84. On several occasions in 2016, Varga communicated with a Twitch representative
12 regarding his online content, and requested guidance from Twitch as to the parameters by which he could
13 broadcast non-gaming content on his Twitch.tv account.

14 85. On multiple occasions in 2016, a Twitch employee advised Varga – both orally and in
15 writing – that, as a content provider, he was permitted to broadcast non-gaming content for up to 30
16 consecutive minutes.

17 86. When Twitch's employee, Babo, represented to Varga that he was permitted, under the
18 terms of the Agreement and the Twitch content guidelines, to broadcast non-gaming content for up to
19 30 consecutive minutes while broadcasting on his Twitch.tv account, in fact, this was a false statement
20 of Twitch's policy.

21 87. When Twitch's employee and representative, Babo, advised Varga that Varga was
22 permitted to broadcast non-gaming content for up to 30 consecutive minutes, Babo had no reasonable
23 basis for believing his claim to be true.

24 88. Twitch made this representation to Varga with the intention to induce Varga's reliance.
25 Twitch knew that Varga had asked for guidance regarding permissible broadcasting content, and was
26 aware that Varga would rely on Twitch's representations, based on Twitch's superior knowledge and
27 unilateral ability to determine content guidelines.

28 89. Varga justifiably relied on Twitch's representation that he was permitted to broadcast

1 non-gaming content for up to 30 consecutive minutes. Varga had no basis to doubt the veracity of
2 Twitch's representations. Twitch's content guidelines and terms of services are silent as to the length of
3 time a content provider may stream non-gaming content. Further, the contract makes no reference to
4 gaming versus non-gaming related content.

5 90. In justifiable reliance on Twitch's representations, in May and June 2016 Varga
6 occasionally broadcast non-gaming content on his Twitch.tv account.

7 91. Subsequently, after Varga's suspension Twitch suggested that Varga had violated the
8 content guidelines through broadcasting non-gaming content.

9 92. Twitch's negligent misrepresentations to Varga have resulted in damage to Varga in an
10 amount to be proven at trial.

11 **FIFTH CAUSE OF ACTION**

12 **(Violation of Business and Professions Code, Section 17200 *et seq.*)**

13 93. Plaintiff hereby realleges and incorporates by reference each of the allegations of all
14 Paragraphs above, as though fully set forth at length in this Cause of Action.

15 94. Twitch's acts, omissions, policies and practices set forth above constitute unfair
16 competition, in violation of section 17200 *et seq.* of the Business and Professions Code. Twitch's
17 business practices as alleged above constitute unlawful, unfair and/or fraudulent business practices
18 within the meaning of Section 17200 *et seq.* of the Business and Professions Code.

19 95. Among other things, Twitch's business practices are unfair because they are injurious
20 and/or their utility is outweighed by the harm caused. As the most established, popular, widely-viewed,
21 and influential platform for broadcasting eSports and competitive video gaming, Twitch controls an
22 essential medium for eSports personalities such as Varga to participate in a multi-billion-dollar industry.
23 Twitch's targeting and suspension of Varga was arbitrary, and made without justification and in violation
24 of Twitch's obligations under the Contract.

25 96. In addition, Twitch's practice of asserting contractual rights that it does not have –
26 namely, the ability to arbitrarily suspend Varga's Twitch.tv account without explanation, without written
27 notice, and without presenting a 30-day opportunity for Varga to cure any violations – constitutes an
28 unfair business practice.

1 97. These unlawful and unfair business practices are likely to continue and present a
2 continuing threat to the public. Therefore, Varga requests a permanent injunction pursuant to Business
3 and Professions Code Section 17203 to enjoin and refrain Twitch from continuing its unfair business
4 practices, and to order Twitch to immediately lift Varga's suspension and restore his Twitch.tv account.

5 **WHEREFORE**, Plaintiff prays for relief against Defendants as follows:

- 6 1. For general damages according to proof;
7 2. For special damages according to proof;
8 3. For exemplary damages, according to proof;
9 4. For prejudgment interest at the maximum rate allowed by law;
10 5. For costs and expenses, and expert witness fees; and
11 6. For such other relief as the court may deem just and proper.

12 Respectfully submitted,

13
14 **Dated:** February 13, 2018

MURPHY, PEARSON, BRADLEY & FEENEY, P.C.

15
16 By 

17 James A. Murphy
Patrick J. Wingfield

18 William J. Quinlan (*pro hac vice* admission pending)
19 Lisa H. Quinlan
Matthew M. May (*pro hac vice* admission pending)

20 Attorneys for Plaintiff James Varga
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COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

EXHIBIT A

Friday, 27 May 2016

Two questions. I was told to let you know again that you have been streaming on the internet for the past 100 minutes, approximately what I said last time.

Don't do the us go peacocking as the main focus of your stream, don't let it go 20 minutes at a time, play some, then do a bit of your own, just not the focus of your stream.

I had it displayed but wasn't gambling.

I was creating a contest off stream.

It was more focus of your stream though that's why it was rejected probably.

It moved it over next time.

Yeah I'm aware.



Thursday, 07 June 2018

Hi James

Regarding your new as it's a bit serious. You have been reported again because of the whole (N)ed gambling for longer than 20 minutes situation.

I have been called into question internally if I'm even warning you about these things or not. Which I am.

Sadly since you have gotten 3 warnings reports now the next time this happens I fear the further conduct team will suspend your account for 24h. So please be careful again. I need to make sure you have read this.

Where are these reports coming from?

It's gotten to the point where our team bans people for doing this and they question why they are banned when you can do it, now.

Our moderation team that looks into this type of stuff and shows proof or values tomorrow, etc.

I've been moderating in different things and never sitting with a strategy like for more than 10m.

Opening cases isn't considered gambling is it?

Yes it is, but I don't know if it's a problem or not. We have this link

Cause I go back and forth all the time but when straight down.

Can you tell me if you have any more information about this? I'm not sure what the link of this is.

Yeah I'm not sure exactly what the link of this is. I need to make your advice to see if it's ok or not.

Alright well I know it's a thing and I'm not going to abuse or seem I am special.

Yeah I'm not sure exactly what the link of this is. I need to make your advice to see if it's ok or not.

Alright well I know it's a thing and I'm not going to abuse or seem I am special.

Yeah I'm just looking out for you.

I could care less what people think about me and I'm playing favorites towards you.

I guess to communicate to the team of talk to them trying to get it out.

Do I literally have to make this stuff for you?

And never touch it again after?

You shouldn't be doing it longer than a few minutes to just play it safe, honestly.

Is it really that bad externally?

It's a consequence. The entire rule is confusing as hell today.

and yeah we get dozens of these things a day which are handled.

you're the only one really who hasn't been punished yet.

notes

cause you're an open guy



More than you know.

so there it, do what you think is correct, I just wouldn't risk it myself.

so time it, do what you think is correct, i just wouldn't ask it honestly.

no do Lol, Overwatch, something? haha
I'm not trying to cheat the system though

I know.

You're probably just not paying attention to the time really
Okay so I'm going to be more on top of it

But

Can I at least get some transparency on how I can go about doing it?

I mean it's my career it's my life I don't want to get banned that will send ripples

I would like some clarification if it is exactly a 30min timer from the minute you start

To when I need to end

Or can I do what I feel comfortable doing

Doing it then going out

Doing something else and coming back 5-10 later

Let me get that information for you internally before you do anything like that again. Is that ok?

So there's transparency

Yeah

Yeah

I really am not trying to piss anyone off

Let alone hurt you

Seems like I'm getting observed throughout my streams
everyone is mute

Is it really this bad Ogie?

you are not more than anyone else

well when the same thing is reported so many times for the same streamer and it doesn't stop the person who deals with that
account has to be called into question if i am actually contacting you or if you are understanding it

I see

let me get clarification about how you should go by this, by the way. it will help me too, as these are awesome questions.

"Okay so I'm going to be more on top of it, but can I at least get some transparency on how I can go about doing it? I mean it's
my career it's my life I don't want to get banned that will send ripples. I would like some clarification if it is exactly a 30min timer
from the minute you start to when I need to end or can I do what I feel comfortable doing? Doing it then going out? Doing
something else and coming back 5-10 later?"

Well are these reports from viewers or mods?

And what's the cool down in between too

Well are these reports from viewers or mods?

And what's the cool down in between too
yeah the cooldown is what im asking about too

Its our mod team that goes through reports and streams, etc.
figured yeah

i have gone ahead and enabled internally to get you a proper answer for your good questions which im sure can be used for other
partners who ask the same thing. come honestly this whole longer than 30 is just odd to me.
why can you do it for 30 but not longer huh
Id like to know where this is all coming from too if possible. I know poker players can gamble for hours straight, what's the
difference with cs:go?

is it 30 in 1 setting, is it 30 cooldown 30

not even i know
another good question huh
Let's say tomorrow I stream

I'll be very within the time since I'm not going to fuck with this
But let's say I do step out of line a bit too long
yeah until you get your answers i dont think I will even allow a suspension
but it could happen
What is the chance someone will just suspend me

What is the chance someone will just suspend me

Someone like Tyler can overrule me

No one will randomly do it, someone from the higher ups (even higher than me) will do it.
I did mention that you understand you have a suspension that could happen if he breaks the rules again, but that you need some
answers
i just dont want this to escalate
you've always been understanding
I don't really know the rules tho

I'll do 30min Windows
But like I'm not trying to bend it as much as I can
try not to do it for even 20 at a time lol

THAT BAD??

make it 20 until i can give you answers
well fuck

woah, 1 more crap and your 24th suspended